

AUG 8 2003

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**REVOCATION OF POWER OF
ATTORNEY and APPOINTMENT OF
NEW POWER OF ATTORNEY**

Approved for use through 11/30/2005. OMB 0651-0035
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Application Number	(see attached list)
Filing Date	("")
First Named Inventor	("")
Art Unit	("")
Examiner Name	("")
Attorney Docket Number	("")

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I hereby revoke all previous powers of attorney given in the above-identified application:

A Power of Attorney is submitted herewith.

OR

I hereby appoint the practitioners at Customer Number:



AUG 12 2003

Technology Center 2600

22186

PATENT TRADEMARK OFFICE

Please change the correspondence address for the above-identified application to:

The address associated with
Customer Number:



OR

22186

PATENT TRADEMARK OFFICE

<input type="checkbox"/> Firm or Individual Name			
Address			
Address			
City			
Country	State	Zip	
Telephone	Fax		

I am the:

Applicant/Inventor.
 Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

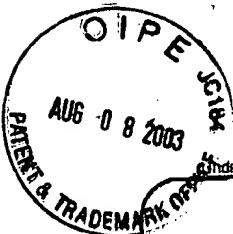
Name	James F. Petelle, Vice President		
Signature			
Date	4 Aug, 2003	Telephone	708-873-2570

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

<input checked="" type="checkbox"/> *Total of <u>11</u> forms are submitted.
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This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



PTO/SB/81 (06-03)

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U.S. Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE

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**POWER OF ATTORNEY
and
CORRESPONDENCE ADDRESS
INDICATION FORM**

Application Number	(see attached list)
Filing Date	(")
First Named Inventor	(")
Title	(")
Art Unit	(")
Examiner Name	(")
Attorney Docket Number	(")

I hereby appoint:

 Practitioners at Customer Number:

OR

 Practitioner(s) named below:

PATENT TRADEMARK OFFICE

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Name	Registration Number

as my attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please recognize or change the correspondence address for the above-identified application to:

 The above-mentioned Customer Number:

OR

 The address associated with Customer Number:

--

OR

 Firm or Individual Name

Address

Address

City

State

Zip

Country

Telephone

Fax

I am the:

 Applicant/Inventor. Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

Name: James F. Petelle, Vice President

Signature:

Date: 4 Aug, 2003

Telephone: 708-873-2570

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required. See below.

 Total of 11 forms are submitted.

This collection of information is required by 37 CFR 1.31 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

Mendelsohn & Associates, P.C.



Application No.	Filing Date	First Named Inventor	Title	Group Art Unit	Examiner Name	Attorney Docket No.	MA Ref.
09/913,368	12/17/2001	Peter Kenington	Signal Processing Means	2817	Not yet assigned	46309/262012	1052.028
10/088,424	08/14/2002	Peter Kenington	Lineariser for a Signal Handling Apparatus	2816	Not yet assigned	46309/271492	1052.029
09/623,576	02/26/2001	Peter Kenington	Feed Forward Amplifier	2817	Henry Choe	46387/247272	1052.030
10/148,995	10/29/2002	Peter Kenington	Control Scheme for Distortion Reduction	2817	Not yet assigned	46309/27400	1052.031
10/148,869	09/30/2002	Peter Kenington	Distortion Reduction	2817	Not yet assigned	46309/274399	1052.032
09/623,646	03/02/2001	Peter Kenington	Predictor	2816	Not yet assigned	46387/247138	1052.033
10/203,505	11/26/2002	Peter Kenington	Amplifier Arrangement	2817	Not yet assigned	46309/277116	1052.035
10/030,206	12/31/2001	Peter Kenington	Reducing Distortion of Signals	2634	Not yet assigned	46309/268337 (23890)	1052.036
10/203,049	12/09/2002	Steven Richard Ring	Distortion Reduction	2817	Not yet assigned	46309/276964	1052.038



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

PATENT

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Re: Attorney Docket No. 1052.000

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: (see attached list)

Application No./Patent No.: (“) Filed/Issued Date: (“)

Entitled: (“)

Andrew Corporation Corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

States that it is:

1. the assignee of the entire right, title, and interest; or
2. an assignee of less than the entire right, title, and interest.
The extent (by, percentage) of its ownership interest is %

In the patent application/patent identified above by virtue of either:

A. An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel , Frame , or for which a copy thereof is attached.

OR

B. A Chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: (see attached list) To: Wireless Systems International Limited
The document was recorded in the United States Patent and Trademark Office at
Reel (“), Frame (“), or for which a copy thereof is attached.

2. From: Wireless Systems International Limited To: Andrew Corporation
The document was recorded in the United States Patent and Trademark Office at
Reel , Frame , or for which a copy thereof is attached.

3. From: To:
The document was recorded in the United States Patent and Trademark Office at
Reel , Frame , or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

Copies of assignments or other document in the chain of title are attached.

[Note: A separate copy (i.e., the original assignment document or a true copy of the original documents) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Respectfully submitted,


Steve Mendelsohn
Registration No. 35,951
Attorney for Assignee
(215) 557-6657

Date: 8/6/03
Customer No. 22186
Mendelsohn & Associates, P.C.
1515 Market Street, Suite 715
Philadelphia, Pennsylvania 19102

Mendelsohn & Associates, P.C.

O
PATENT & TRADES
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Applicant	Application No.	Filing Date	Title	Inventors	Reel, Frame No.	Attorney Docket No.	MA Ref.
Peter Kenington	09/913,368	12/17/2001	Signal Processing Means	Peter Kenington	012364/0182	46309/262012	1052.028
Peter Kenington Steven Richard Ring Richard Michael Bennett	10/088,424	08/14/2002	Lineariser for a Signal Handling Apparatus	Peter Kenington Steven Richard Ring Richard Michael Bennett	013183/0251	46309/271492	1052.029
Peter Kenington	09/623,576	02/26/2001	Feed Forward Amplifier	Peter Kenington	011582/0947	46387/247272	1052.030
Peter Kenington Anthony Michael New	10/148,995	10/29/2002	Control Scheme for Distortion Reduction	Peter Kenington Anthony Michael New	013449/0747	46309/27400	1052.031
Peter Kenington	10/148,869	09/30/2002	Distortion Reduction	Peter Kenington	013335/0214	46309/274399	1052.032
Peter Kenington	09/623,646	03/02/2001	Predistorter	Peter Kenington	011582/0911	46387/247138	1052.033
Peter Kenington	10/203,505	11/26/2002	Amplifier Arrangement	Peter Kenington	013335/0815	46309/277116	1052.035
Peter Kenington	10/030,206	12/31/2001	Reducing Distortion of Signals	Peter Kenington	012687/0888	46309/268337 (23890)	1052.036
Steven Richard Ring	10/203,049	12/09/2002	Distortion Reduction	Steven Richard Ring	013567/0063	46309/276964	1052.038

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DATED 10th JULY

2002

PARTIES

- (1) Wireless Systems International Limited (company number 03005432) whose registered office is at Innovation House, Bristol Business Park, Coldharbour Lane, Bristol BS16 1EJ acting by its Joint Administrators Cedric Marsden Clapp and Andrew Martin Sheridan ("*the Assignor*"); and
- (2) Andrew Corporation of 10500 West 153rd Street, Orland Park, Chicago, IL, USA 60462-3099 ("*the Assignee*").

BACKGROUND

- (A) The Assignor is the proprietor of the Intellectual Property Rights and the Know how.
- (B) The Assignor has agreed with the Assignee to assign the Intellectual Property Rights and the Know how to the Assignee on the terms and conditions of this Agreement.

AGREED TERMS1 **Definitions and Interpretation**

- 1.1 In this Agreement the words below have the meaning next to them unless the context requires otherwise:

the Administrators

Cedric Marsden Clapp and Andrew Martin Sheridan both of Baker Tilly, 55 Queen Square, Bristol BS1 4LH

Intellectual Property Rights

all intellectual property world-wide associated with the trading and research activities of the Assignor, including, but not limited to, all patents (whether registered, pending or applied for and including but not limited to those listed in Schedule 1 hereto, and all corresponding worldwide counterparts), moral rights, database

rights, trade marks (registered and unregistered and including but not limited to those listed in Schedule 1 hereto, and all corresponding worldwide counterparts), logos, domain names, service marks, registered and unregistered designs, copyright, drawings, website and content, trading business name(s), technical or commercial information, computer programs and/or licences, enabling and/or maintenance contracts, rights to protection and applications for registration in connection with any of the above,

Know how

any and all information, data, drawings, plans, specifications, formulae, algorithms, component lists, instructions, manuals, experience, brochures, catalogues and process descriptions, prototypes, and schematics which are owned or controlled either solely or jointly by the Assignor including but not limited to the contents of the Pragmax System and any employee research records in the form of workbooks, notebooks or electronically stored notes in so far as the Assignor has such notes and records in its possession at Completion, as defined in the Asset Purchase Agreement completed by the parties on the same date as this Assignment.

2 Consideration

2.1 In consideration of the payment of the sum of £2,039,000.0 paid by the Assignee to the Assignor (receipt of which the Assignor acknowledges), the Assignor assigns to the Assignee such right, title and interest as the Assignor may have in and to the Intellectual Property Rights and the Know how,

Other

together with (if the Assignor has it) the right to take any proceedings that may be necessary for the recovery of damages or other forms of relief, in respect of an infringement of any of the Intellectual Property Rights and/or the Know how whether taking place before or after the date of this Assignment.

3. **Covenant**

3.1 The Assignor covenants with the Assignee that it will at the expense of the Assignee execute, sign and do any instruments, applications, documents, acts and things that may be required by the Assignee to enable the Assignee (or its nominee) to enjoy the full benefit of the property and rights assigned by this Assignment.

4. **Administrators**

4.1 The Administrators act solely as agents for the Assignor and neither of them nor their firm or partners shall incur any personal liability whatsoever in respect of any matter referred to in this Agreement and, without prejudice to the generality of the foregoing, in respect of any of the obligations undertaken by the Assignor or in respect of any failure on the part of the Assignor to observe, perform or comply with any such obligations or in relation to any associated arrangements or negotiations whether such liability would arise under the Insolvency Act 1986 or otherwise.

5. **Governing Law**

5.1 This Assignment shall be governed by and interpreted in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

This Assignment has been signed on the date appearing above.

SIGNED by the Assignor:



SIGNED by the Assignee:

together with (if the Assignor has it) the right to take any proceedings that may be necessary for the recovery of damages or other forms of relief, in respect of an infringement of any of the Intellectual Property Rights and/or the Know how whether taking place before or after the date of this Assignment.

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4. Administrators

4.1 The Administrators act solely as agents for the Assignor and neither of them nor their firms or partners shall incur any personal liability whatsoever in respect of any matter referred to in this Agreement and, without prejudice to the generality of the foregoing, in respect of any of the obligations undertaken by the Assignor or in respect of any failure on the part of the Assignor to observe, perform or comply with any such obligations or in relation to any associated arrangements or negotiations whether such liability would arise under the Insolvency Act 1986 or otherwise.

5. Governing Law

5.1 This Assignment shall be governed by and interpreted in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

This Assignment has been signed on the date appearing above.

SIGNED by the Assignor:

SIGNED by the Assignee:



Ralph Faison

President

Andrew Corporation

5117086.3

SCHEDULE 1

Patents

- 1 GB2355813 (plus International application and patents in US, Europe, China, Japan and Australia)
- 2 GB2355812 (plus International application and patents in US, Europe, China, Japan and Australia)
- 3 GB2335811 (plus International application and patents in US, Europe, China, Japan and Australia)
- 4 GB2339354 (plus International application and patents in US, Europe and Australia and WIPO patent number WO0002324)
- 5 GB2347031 (plus International application and patents under WIPO and in Australia and Europe)
- 6 GB2347033 (plus International application and patent in Europe)
- 7 9907435.3 (plus International application and patents in Europe and the US)
- 8 GB2348755 (plus International application and patents in US, Europe, China, Japan and Australia and WIPO patent number WO0060732)
- 9 GB2351624 (plus International application and patents in US, Australia and Europe and WIPO patent number WO0103287)
- 10 GB2352570 (plus International application and patents in USA and Australia and WIPO patent number WO0108293)
- 11 GB2354126 (plus International application and patents in US, Europe, China, Japan and Australia and WIPO patent number WO0120775)
- 12 GB2356992 (plus International application and patents in US, Australia and Europe and WIPO patent number WO0141298)
- 13 GB2356993 (plus International application and patents in US, Europe and Australia and WIPO patent number WO0141297)
- 14 GB2358748 (plus International application and patent in Australia and WIPO patent number WO0158011)

15. GB2359206 (plus International application and patent in Australia and WIPO patent number WO0159923)
16. GB2358974 (plus International application and patent in Australia and WIPO patent number WO0158008)
17. GB2359432 (plus International application and patent in Australia and WIPO patent number WO0161841)
18. GB2359679 (plus International application and patent in Australia and WIPO patent number WO0163744)
19. GB2359681 (plus International application and patent in Australia and WIPO patent number WO0163745)
20. GB2359666 (plus International application and patent in Australia and WIPO patent number WO0163756)
21. 0110561.8 (plus International application)
22. 0110559.2 (plus International application)
23. 0110563.4 (plus International application)
24. 0114799.0
25. 0114804.8
26. 0114798.2
27. 0114801.4
28. 0114803.0
29. 0212023.6
30. 0212022.8
31. **TBA – DPD Additional Signal Processing**
32. **TBA – DPD Additional Signal Processing Control Technique**

Trade Marks

1. EM1382688 – “APL and device” – (plus applications in US and Japan)
2. EM1370147 – “Greenbox and device” – (plus applications in US and Japan)